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STANDARD FORM 36, JULY 1966		REF. NO. OF DOC. BEING CONT'D	ļ	
GENERAL SERVICES	CONTINUATION SHEET		ļ	
ADMINISTRATION		N00383-02-R-H53SALE1A	2	12
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This solicitation describes the Government's intent to sell up to twelve (12) CH-53D helicopters and supporting minimum parts package.				
0001	CH-53D HELICOPTER (WITH OPTION TO PROCURE UP TO AN ADDITIONAL FOUR (4) AIRCRAFT EACH.)	2	EA	\$200,000	\$400,000
		2	EA	\$200,000	\$400,000
0002*	CH-53D HELICOPTER (WITH OPTION TO PROCURE UP TO AN ADDITIONAL FOUR (4) AIRCRAFT EACH.)				
	* PLEASE NOTE THAT CLINS 0001 AND 0002 HAVE BEEN ESTABLISHED FOR OFFERORS INTERESTED IN PROCURING UP TO 12 EACH OR UP TO 6 EACH ONLY.				
	SEE PAGE 4 OF THIS SOLICITATION FOR TAIL NUMBERS				
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	CONTINUATION SHEET	REFERENCE NO.OF DOCUMENT BEING CONTINUED	3	12
	(OPTIONAL FORM 336)	N00383-02-R-H53SALE1A		

SOLICITATION NOTES:

- 1. The Government will sell two (2) lots of two (2) each aircraft with options to purchase up to an additional four (4) aircraft and a \$1M Minimum Parts Package per each aircraft. See pages 4 and 5 for additional details. The purchase of the Minimum Parts Package is **MANDATORY** in combination with the purchase of the aircraft. In addition, the Minimum Parts Package will be sold at the standard unit price.
- 2. The Government intends to award a contract through the use of a Forward Auction, an Internet-based negotiation event, which will be conducted by NAVICP and will use the website of Procuri.com. For further information regarding this type of event, please see Section F and Attachment "A" of this solicitation. Potential offerors can also visit Procuri's website at www.procuri.com.
- 3. Potential offerors are **NOT** required to submit initial price proposals. As stated on page 2 of this solicitation, the initial **minimum** offer for the aircraft is \$200,000.00 per aircraft. Offerors are **REQUIRED** to submit a letter of intent to the Contracting Officer stating that they wish to participate in the auction. In addition to the letter of intent, potential offerors **MUST** also submit financial statements or documentation (e.g. letter of credit from a financial institution) that will demonstrate that the offeror has the financial capability to execute any resultant contract. **THE LETTER OF INTENT AND FINANCIAL INFORMATION MUST BE RECEIVED BY THE CLOSING DATE OF THIS SOLICITATION, 13 AUG 2002.** See page 6, Section D of this solicitation for more details about the financial information required to be submitted with the letter of intent.
- 4. Please be advised that NAVICP currently does not have approval to sell the parts listed below and are in the process of requesting a waiver to the demilitarization requirements for these aircraft items. When and if the demilitarization requirements are waived, the items will be sold with the aircraft.
 - a. Fourteen (14) CH-53A/D Airframes, including twenty-eight (28) CH-53A-T64-GE-3/412/413 Engines, with the following tail numbers (which are also listed on page 5 of this solicitation) and corresponding engine serial numbers listed below:

Tail Number	Model	Engine S. Nos.	Tail Number	Model	Engine S. Nos.
153712	A	262171, 262382	153707	A	262098, 262093
156673	D	264190, 262391	156668	D	262228, 264341
153301	A	262070, 262360	156671	D	264201, 264297
156666	D	262192, 262217	156663	D	264380, 264432
156676	D	262209, 264114	156672	D	264288, 264377
156656	D	264444, 262238	156674	D	264385, 264370
156655	D	264416, 262189	156654	D	264177, 264194

b. All items in Federal Supply Code (FSC) 6615, including gyroscope systems, the servo cylinder assemblies, and the autopilot equipment.

PLEASE READ THIS SOLICITATION IN ITS ENTIRETY.

N00383-02-R-H53SALE1A

Section C: Program Description

CLIN 0001

1. General

The Government will sell up to twelve (12) non-tactical, humanitarian CH-53 aircraft with in conjunction with a supporting parts package. The Government has divided the fourteen (14) aircraft identified below into two (2) lots of seven (7) each. Potential offerors will initially have the opportunity to select two (2) aircraft per lot to purchase with an option to purchase up to an additional four (4) aircraft per lot. The selected aircraft will be demilitarized and sold "where is" and "as is."

CLIN 0002

The following two lots of seven (7) tail numbers are available:

Tail Number	Model	<u>Tail Number</u>	<u>N</u>
153712	A	153707	

Tail Number	Model	<u>Tail Number</u>	Model
153712	A	153707	A
156673	D	156668	D
153301	A	156671	D
156666	D	156663	D
156676	D	156672	D
156656	D	156674	D
156655	D	156654	D

In addition to the two (2) or four (4) aircraft that the contractor initially chooses to purchase, fourteen (14) non-flight worthy aircraft under Government cognizance MAY be made available for a one-time parts exchange. These aircraft will be stored at a segregated facility. The contractor will have 180 days after date of contract award or until aircraft are flown to exchange parts and will bear the cost and responsibility to undertake this one-for-one exchange. The contractor may not exchange parts back to the Go vernment after sale if that part has been used in flight. If interested in this parts exchange, the contractor must notify the Contracting Officer and the exchange will only occur at the discretion of the Contracting Officer. The contractor will have also have the option of purchasing available parts from these non-flight worthy aircraft at standard price as part of the required Minimum Parts Package. This evolution of utilizing parts from the fourteen (14) non-flight worthy aircraft includes upgrades from the A to D configuration if desired by the contractor. Please note that all exchanges and/or sales will be based on standard unit price.

2. Minimum Parts Package

A Minimum Parts Package of \$1M each per aircraft MUST be purchased in conjunction with the sale of the CH-53 aircraft. These parts may need to be repaired and the price of the support parts package will be based on the standard unit price. The successful offeror(s) may have the opportunity to purchase additional parts, outside the minimum parts package, through NAVICP, as these parts become available by being above NAVICP's required allowance. The contractor must provide a list of desired parts to purchase to the Contracting Officer within 30 days of contract award.

3. Aircraft/Asset Transportation

The Government will demilitarize aircraft into a non-tactical configuration, and transport the aircraft outside the AMARC gate within thirty (30) days of contract award. The Government is also responsible for the one time movement of those non-flight worthy supplemental aircraft to a secure, contractor-operated facility in close

proximity to AMARC. In addition, the Government will do a one-time shipment of the Minimum Parts Package to any location within the United States.

4. Option/Payment Instructions

The successful offeror(s) must initially purchase two (2) each aircraft from one lot. If interested, the contractor can purchase two (2) aircraft from both lots for a total of four (4) aircraft. By purchasing the two (2) aircraft, the contractor will have the option to purchase up to an additional four (4) aircraft from the same lot. If both lots are purchased, the contractor will have the option to purchase up to an additional eight (8) aircraft, four (4) from each lot. Within six (6) months of contract award, the contractor must send a letter to the Contracting Officer stating the number of aircraft (up to four or eight) the contractor intends to purchase. With this letter of intent, the contractor **MUST** also submit financial information reflecting their capability to procure the additional aircraft.

If the contractor wishes to purchase less than four (4) aircraft per lot or no aircraft at all, the option for the unwanted aircraft will be lost and the aircraft may be made of available for sale by the Government. In addition, if the Government does not receive a letter of intent or any communication from the contractor within 6 months of contract award, all rights to the aircraft return to the Government. The contractor will be required to purchase a \$1M parts package per each aircraft purchased through the option.

The contractor **MUST** make full payment for the initial two (2) aircraft per lot, CLINs 0001 and 0002, within thirty (30) **days** of contract award. Payment for the optioned aircraft must be made within 30 **days** of the exercise of the option. As stated on page 2 of this solicitation, the initial offer for the aircraft is \$200,000.00 per aircraft. The aircraft purchased through the option will be sold at the same purchase price as the initial two (2) aircraft per lot. The tables listed below outline the payment schedules for the aircraft and Minimum Parts Package. Please note the schedules are based on two (2) scenarios: (a) the contractor purchases only (1) lot only and (b) the contractor purchases both lots.

A. Contractor purchases one (1) lot only.

BASE:

Payment for Initial Two (2) Aircraft

Payment Amount	Date
\$400,000.00 Minimum	30 days after contract award
(\$200,000.00 minimum per each)	

Payment for Parts Based on Purchase Initial Two (2) Aircraft

Payment Amount	Date
\$500,000.00	30 days after contract award
\$500,000.00	60 days after contract award
\$500,000.00	120 days after contract award
\$500,000.00	180 days after contract award

OPTION: MUST BE EXERCISED WITH 180 DAYS OF CONTRACT AWARD

Payment for Aircraft

# of aircraft Payment Amount		Date	
1 ea	\$200,000.00 Minimum	30 days after exercise of option	
2 ea	\$400,000.00 Minimum	30 days after exercise of option	
3 ea	\$600,000.00 Minimum	30 days after exercise of option	
4 ea	\$800,000.00 Minimum	30 days after exercise of option	

Payment for Parts Based on Option to Purchase up to Additional Four (4) Aircraft

# of aircraft	150 days*	330 days	510 days	690 days	Total
1 ea	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,000,000.00
2 ea	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,000,000.00
3 ea	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$3,000,000.00
4 ea	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$4,000,000.00

^{*} Please note that "days" refer to after date of option exercise

B. Contractor purchases both lots.

BASE:

Payment for Initial Two (4) Aircraft

Payment Amount	Date
\$800,000.00 Minimum	30 days after contract award
(\$200,000.00 minimum per each)	-

Payment for Parts Based on Purchase Initial Four (4) Aircraft

Payment Amount	Date
\$1,000,000.00	30 days after contract award
\$1,000,000.00	60 days after contract award
\$1,000,000.00	120 days after contract award
\$1,000,000.00	180 days after contract award

OPTION: MUST BE EXERCISED WITH 180 DAYS OF CONTRACT AWARD

Payment for Aircraft

# of aircraft	Payment Amount	Date	
1 ea	\$200,000.00 Minimum	30 days after exercise of option	
2 ea	\$400,000.00 Minimum	30 days after exercise of option	
3 ea	\$600,000.00 Minimum	30 days after exercise of option	
4 ea	\$800,000.00 Minimum	30 days after exercise of option	
5 ea	\$1,000,000.00 Minimum	30 days after exercise of option	
6 ea	\$1,200,000.00 Minimum	30 days after exercise of option	
7 ea	\$1,400,000.00 Minimum	30 days after exercise of option	
8 ea	\$1,600,000.00 Minimum	30 days after exercise of option	

Payment for Parts Based on Option to Purchase up to Additional Eight (8) Aircraft

# of aircraft	150 days	330 days	510 days	690 days	Total
1 ea	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,000,000.00
2 ea	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,000,000.00
3 ea	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$3,000,000.00
4 ea	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$4,000,000.00
5 ea	\$1,250,000.00	\$1,250,000.00	\$1,250,000.00	\$1,250,000.00	\$5,000,000.00
6 ea	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$6,000,000.00
7 ea	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$7,000,000.00
8 ea	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$8,000,000.00

^{*} Please note that "days" refer to after date of option exercise

At time of aircraft payment, the contractor shall specify a list of parts to be acquired. After receipt of payment for the parts, the government shall have 30 days to deliver them.

Payment for the aircraft, CLIN 0001 and CLIN 0002, will be forwarded to the attention of the Contracting Officer and be made payable to **DFAS-CHARLESTON-DSSN 8347**. The Government shall advise the successful offeror(s) regarding payment for the minimum parts package at a later date.

Section D: Evaluation Factor(s) for Award

Price is the only evaluation factor for award. However, in addition to submitting a letter of intent to participate in the Forward Auction, prospective offerors **MUST** provide as part of their letter financial statements or documentation (e.g. letter of credit from a financial institution) that will demonstrate that the offeror has the financial capability to execute any resultant contract. See Section E: Other Terms and Conditions, Paragraph Q. Letters of Credit, for details regarding the type of financial information that will be accepted.

If more than one (1) potential offeror wished to purchase one lot of aircraft only, the Government may make two (2) awards to the two (2) highest offerors or may make one (1) award to the highest offeror for both lots of aircraft, whichever is determined to be in the best interest of the Government.

Section E: Other Terms and Conditions

1. SALE OF GOVERNMENT PROPERTY GENERAL SALES TERMS AND CONDITIONS

A. CONDITION AND LOCATION OF PROPERTY

Unless otherwise provided in the Request for Proposal (RFP), all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the RFP, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. No request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

B. TITLE

Unless otherwise provided in the RFP, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected.

C. DELIVERY, LOADING, AND REMOVAL OF PROPERTY

- 1. Unless otherwise provided in the RFP, the Purchaser shall be entitled to obtain the property upon full payment therefore with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and the carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the RFP, and unless otherwise provided in the RFP, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the RFP, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.
- 2. Where it is provided in the RFP that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangement and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the RFP. If the

Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during removal operations by the Purchaser or his authorized representative.

3. Items purchased under the RFP will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

D. DEFAULT

If, after the award, the Purchaser breaches the contract by failure to make payment with the time allowed by the contract, or by failure to remove the property as required by Paragraph C., Delivery, Loading, and Removal of Property, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title, and interest which he might otherwise have acquired in and to such property as to which a default has occurred. In the even of default, the government reserves the right to award to the next highest offeror.

E. SETOFF OF REFUNDS

The Offeror or Purchaser agrees that the selling agency may use all or a portion of any proposal deposit or refund due him to satisfy, in whole or in part, any debt arising out of prior transactions with the Government.

F. INTEREST

Notwithstanding any other provisions of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of the first written demand until paid.

G. RISK OF LOSS

Unless otherwise provided in the RFP, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

H. LIMITATION OF GOVERNMENT'S LIABILITY

Except for reasonable packing, loading, and transportation costs (such as packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

I. ORAL STATEMENTS AND MODIFICATIONS

Any oral statement or representation by any representative of the Government, changing or supplementing the RFP or contract or any condition thereof, is unauthorized and shall confer no right upon the Offeror or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be

binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his designated representative.

J. COVENANT AGAINST CONTINGENT FEES

- 1. The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingency fee.
- 2. "Bona Fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contact or contracts through improper influence.
- "Bona Fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to consideration or to act regarding a Government contract on any basis other than the merits of the matter.

K. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- 1. The Purchaser certifies that
 - a. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
 - b. The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law or by this Request for Proposal; and
 - c. No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.
- 2. Each signature on the offer is considered to be a certification by the signatory that the signatory
 - a. Is the person in the Purchaser's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (i) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
 - (ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- 3. If the Purchaser deletes or modifies subparagraph 1.b. above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L. ASSIGNMENT OF CONTRACTS

Any contract awarded under the RFP is subject to the provisions of 41U.S.C. 15 which generally precludes assignment of such contract.

M. CLAIMS LIABILITY

The Offeror or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Offeror or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Offeror or Purchaser, its agents, servants or employees after the property has been removed from Government control.

N. WITHDRAWAL OF PROPERTY AFTER AWARD

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

O. ELIGIBILITY OF OFFERORS

The Offeror warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b) above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

P. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

It is the Offeror's responsibility to ascertain and comply with all applicable Federal, Sate, local, and multijurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

Q. LETTERS OF CREDIT

Letters of credit may be used to support uncertified personal or company checks as bid deposits or payments, if the letter of credit meets all of the following requirements:

- 1. It must be either an original document on bank stationery or clearly state on its face that reproductions of the original document may be considered as an original document.
- 2. It must be signed by a bank officer or a duly authorized representative of the bank.
- 3. It must either clearly state that it is a letter of credit or otherwise constitute a letter of credit under Article 4 of the Uniform Commercial Code.
- 4. It cannot be revocable.
- 5. It must state the name and address of the Bidder/Purchaser which is covered by the letter of credit.

- 6. It must reference the sale number for which it is provided.
- 7. It must indicate the maximum amount guaranteed.
- 8. Under the terms or the letter of credit, drafts must be honored at any time they are presented.

R. PARTS SUBSTITUTION

In the event that a part is missing from the aircraft, the Purchaser may substitute parts, if available, from the eight (8) aircraft made available for substitute parts. This substitution may be made up to 90 days after contract award. If a substitute is not available or if the contract has been awarded to more than 90 days prior, then no contract adjustment, refund, or exchange may be made without the Contracting Officer's approval.

S. NOTICE OF DEBARRED OR SUSPENDED CONTRACTORS

Any contract awarded to an individual or firm is voidable, at the option of the Government, if, at the time of award the Purchaser was proposed for debarment, has been debarred, suspended, or for any other reason is ineligible to receive a Government contract.

T. DISPUTES

Any contract awarded as a result of this sale is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

2. ADDITIONAL SPECIAL CIRCUMSTANCE CONDITIONS - MISCELLANEOUS

A. MILITARY MUNITIONS LIST ITEMS (MLI)

- 1. The Purchaser certifies that none of the items identified in the Sales Invitation for Bid and listed on its sales contract will be directly or indirectly used or disposed of for military use or exported unless a full disclosure of the origin of the property is made by the Purchaser. The disclosure must reference the Request for Proposal and sales contract numbers when submitted to the appropriate export licensing department or agency.
- 2. Despite the provisions of paragraph (a) above, Military Munitions List Items which do not require demilitarization may be sold for military or other use to the United States Government, its designees and those foreign governments or international organizations the United States Department of State issues an export license to, under the International Traffic In Arms Regulations (see 22 CFR Subchapter M, Part 121, et seq.).

B. MUNITIONS AND STRATEGIC LIST ITEM (MLI/SLI) COMPLIANCE

- 1. The use, disposition, export and re-export of this property is subject to all applicable United States Laws and Regulations, including the Export Administration Control Act of 1979 (50 U.S.C Appx. 2401, et. Seq.); Arms Export Control Act (22 U.S.C. 2751, et. seq.); International Traffic in Arms Regulation (22 C.F.R. 121); and Export Administration Regulation (15 C.F.R. 368 et. Seq.), which in part prohibit:
 - a. Making false statements and concealment of any material information regarding the use, disposition, export or re-export of the property.
 - b. Any use, disposition, export or re-export of the property not authorized in accordance with the provisions of this contract.
- 2. Any false information provided and/or concealment of any material information regarding the use, disposition or export of this property may constitute a violation of:
 - a. The provisions of 18 U.S.C. 1001, which provides a maximum penalty of five years imprisonment and/or a maximum fine of \$10,000;
 - b. The provisions of 22 U.S.C. 2778, which provides a maximum penalty of ten years imprisonment and/or a maximum fine of \$1,000,000;
 - c. The provisions of 50 U.S.C. Appx. 2410, which provides a maximum penalty of ten years imprisonment and/or a maximum fine of five times the value of the property exported or \$1,000,000, whichever is greater,

and which also provides for administrative sanctions, including civil penalties of up to \$10,000, and the revocation of authority to export goods from the United States.

3. ADDITIONAL SPECIAL CIRCUMSTANCE CONDITIONS

A. DEMILITARIZATION OR MUTILATION ON GOVERNMENT PREMISES

Property requiring demilitarization or mutilation will not be removed from Government premises and title will not pass to the Purchaser until demilitarization or mutilation has been completed by the Contracting Officer, or their authorized representative has received an approved demilitarization certificate. In the event that the Purchaser receives property that has not been demilitarized as part of this sale, the Purchaser shall return the property to the government at the government's expense.

Section F: Dynamic Pricing Event

Revised prices will be submitted during a competitive, anonymous, on-line **forward** auction (Dynamic Pricing Event). The Dynamic Pricing Event will be conducted on **TO BE DETERMINED**>. Offerors will be notified of the specific time prior to **TO BE DETERMINED**>. Notwithstanding FAR 52.215-5, Offerors will submit revised pricing only through the online mechanism supplied by Procuri.com. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.

1. PRIOR TO THE DYNAMIC PRICING EVENT

Offerors shall submit initial price proposals to the NAVICP and complete the registration process through Procuri.com (http://www.govauctions.procuri.com) in accordance with the established procedures and guidelines. Procuri.com and/or personnel from the NAVICP will contact each offeror and provide training for the Dynamic Pricing Event (DPE). Additional information and instructions are provided in Attachment A.

2. DURING THE DYNAMIC PRICING EVENT

Electronic offers shall be submitted by Offerors during the DPE period. Offerors, however, are not required to revise their initial pricing proposal during the DPE. This DPE shall constitute discussions with the offeror. The DPE will be conducted for a time period <30 minutes> If an offer is submitted within the last <5 minutes> of the time period, the time period shall be extended for an additional <5 minutes> beyond the time of that offer (provided the offer was the lowest offer received). The time period shall be extended up to an unlimited number of <5 minute> extension periods if a lower offer is submitted within the last <5 minutes>. The Auction is considered closed when no further offers are received during the quiet period or extension period. The final price revision during the DPE will be considered the Offeror's Final Price Submission. The Contracting Officer reserves the rights to award upon initial price proposals, and may elect not to conduct a DPE.

3. AFTER THE DYNAMIC PRICING EVENT

No price revision will be accepted after the close of the DPE, unless discussions are held and final proposal revisions are requested in accordance with FAR 15.307.

4 AGREEMENT BY THE OFFERORS

Submission of a proposal in response to the solicitation will be considered consent to participate in the Dynamic Pricing Event and to reveal their prices in anonymity during the DPE. By participating in the DPE, offerors agree that the only knowing disclosure by the offeror of its price to any other offeror will be during the DPE. The offeror further agrees that disclosure by the offeror of its prices during the DPE shall not be for the purposes of restricting competition.

Attachment A Information for Submitting Revised Pricing for Dynamic Pricing Events

- 1. **Procuri.com Interaction with Offeror:** Any and all Offeror interaction with Procuri.com is for the sole purpose of facilitating the Dynamic Pricing Event (DPE) and shall not be considered discussion with the Offeror within the meaning for FAR Part 15.
 - a. NAVICP or Procuri.com will (1) contact each offeror identified by the Contracting Officer to participate in the Dynamic Pricind Event (DEP), and (2) explain the process to such offerors.
 - b. In order for an Offeror to participate in the Dynamic Pricing Event (DPE), such offeror must agree with terms and conditions of the entire (DPE), such offeror must agree with terms and conditions of the entire solicitation, including this Attachment, and agree to the terms of the User Agreement, usage Guidelines, and Privacy Policy provided by Procuri.com during Registration. Submission of a proposal in response to the solicitation will be considered such agreement by the Offeror.
 - c. Each offeror is an independent contractor with respect to Procuri.com. Each offeror agrees to release Procuri.com from any liability with respect to the DPE or the conduct of any participant in the DPE, regardless of whether such liability arises under contract, tort, or any other theory.
 - d. Offerors shall keep the passwords and other confidential materials provided by Procuri.com and/or the NAVICP, and all pricing provided by another party. Offerors shall keep their own pricing in confidence until after contract award.
 - e. Any offeror experiencing difficulties during a DPE must notify the Contracting Officer < M. Duffy > immediately. The Contracting Officer's telephone number at the Auction location will be made available during the DPE. "Difficulties" include any event or problem, which interferes with the Offeror's ability to participate in the DPE and may include, but is not limited to: data entry errors, software problems, or hardware problems. Offerors will have < TBD > minutes after a lot goes into the "Post-Auction Period" status to notify the Contracting Officer of any problems. If the Contracting officer judges that any offeror has been disadvantaged by a problem, Procuri.com and/or NAVICP will correct the problem and may reopen the DPE.
- 2. **Dynamic Pricing Event Connection:** The Offeror shall be provided the opportunity to connect to the Procuri.com website (www.govauctions. procuri.com) via internet connection. Offerors shall be responsible for (1) providing their own personal computers, and (2) connection of such personal computers to the telecommunications service used for each DPE via the offeror's Internet Service Provider (ISP).

3. Training:

- a. NAVICP and/or Procuri.com will train designated employees of each offeror in telephone training sessions using "test auctions" and hard copy supplier User Manuals to familiarize the offerors' employees with the online auctioning systems.
- b. An employee of an offeror who successfully completes the training provided by Procuri.com and/or NAVICP pursuant to Paragraph 3.a shall be designated as a "trained offeror." Only trained offerors may participate in a DPE. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a "trained offeror." The Contracting Officer also reserves the right to take away the "trained offeror" designation from any trained offeror who fails to abide by the terms and conditions of the RFP, including this Attachment, and the Procuri.com User Agreement.

- 4. **Conduct of the DPE:** For the preparation and conduct of each DPE, Procuri.com and/or NAVICP will provide staff to handle all DPE related activities as follows:
 - a. Load all relevant DPE and technical parameters provided by the NAVICP into the online auctioning system:
 - b. Ensure that only invited Trained Offerors and designated NAVICP personnel have access to appropriate DPE information;
 - c. Authenticate the identities of all Trained Offerors and designated NAVICP personnel involved in the DPE and maintain password security within the online auctioning system;
 - d. Maintain a designated location and designated personnel to call with questions or technical problems before, during, or within a reasonable time after the DPE;
 - e. Establish and maintain a secure web0based online auctioning system;
 - f. Respond in a timely manner to Trained Offerors issues with software or connectivity;
 - g. Communicate any changes or adjustments to all Trained Offerors; and;
 - h. Respond to Trained Offerors problems that might prevent participation.